



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3824

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Water Girl Consulting, LLC for the Huntsville Water Pollution Control Collection System Operator Certification Preparatory Course and Additional Safety Training.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed \$60,000.00

Total Cost: Not to Exceed \$60,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement with Water Girl Consulting, LLC on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and Water Girl Consulting, LLC for the Huntsville Water Pollution Control Collection System Operator Certification Preparatory Course and Additional Safety Training,” consisting of five (5) pages, and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 8th day of February, 2024.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND WATER GIRL CONSULTING, LLC FOR THE HUNTSVILLE WATER POLLUTION CONTROL COLLECTION SYSTEM OPERATOR CERTIFICATION PREPARATORY COURSE AND ADDITIONAL SAFETY TRAINING

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City") and Water Girl Consulting, LLC (hereinafter referred to as "Water Girl") for the provision of the Water Pollution Control Collection System Operator Certification Preparatory Course and additional safety training for Huntsville Water Pollution Control Training Center participants. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date").

RECITALS

WHEREAS, the City of Huntsville's Water Pollution Control Department (WPC) has the need to have certain WPC employees prepared to sit for the Alabama Department of Environmental Management (ADEM) Water Pollution Control Collection System Operator Exams and renew certifications for the Alabama Department of Environmental Management (ADEM) Water Pollution Control certifications; and

WHEREAS, Water Girl has the expert instructors necessary to present the said course; and

WHEREAS, the City desires to retain Water Girl to provide instructors for the Water Pollution Control Collection System Operator Certification Preparatory Class and additional safety training as needed (the Class) on the terms and conditions set forth herein;

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

President or President Pro Tem of the City Council
of the City of Huntsville, AL
Date: _____ February 8, 2024

1.0 Scope of Work. Water Girl will provide a dedicated Project Manager to oversee the delivery of Water Pollution Control Collection System Operator Certification Preparatory class for WPC and additional safety training as needed. Training will include, but not be limited to, the Wastewater Grade IC Operator Exam Preparation Course, Chemical Spill Response Safety, Confined Space Entry Safety, and Trenching and Excavation Safety. The training will be conducted by qualified instructor(s) fully vetted by the Water Girl Project Manager as a positive match for the level of expertise needed for the application. Water Pollution Control will provide all related learning materials necessary for completion of the courses. Attendance for each participant will be reported monthly to the respective employers by the Water Girl Project Manager. Note: Exam proctoring is not included in this Scope of Work.

The Class shall be designed to train operators to safely and effectively operate and maintain wastewater collection systems. Safe practices and procedures are emphasized throughout the course. Topics include the role and duties of system operators, components and characteristics of system facilities, operating and maintaining systems and techniques for recognizing hazards and developing safe procedures and programs. Operators learn to analyze and solve problems when they occur and perform work commonly associated with operating a wastewater collection system. The instruction will include preparation for the Alabama Department of Environmental Management (ADEM) Water Pollution Control Collection System Exam.

2.0 Period of Performance and Schedule. The training will be conducted eight hours per night, one night per week (on Tuesdays) with a 24 hour block the final week for a total of 400 hours with a start date of February 9, 2024 and continuing through August 9, 2026.

3.0 Location. Training will take place at the WPC facility located at 1800 Vermont Road, Huntsville, AL 35802.

4.0 Contract Price: In consideration of the services rendered hereunder, the City shall pay to Water Girl for the work performed pursuant to the Scope of Work the amount Not to Exceed (NTE) SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00). Water Girl will invoice the City \$150 per hour during the Period of Performance up to 400 hours for instructional preparation, setup and delivery time. The City shall pay Water Girl within thirty (30) days from the date of receipt of the monthly invoice from Water Girl.

5.0 Water Girl Performing as an Independent Contractor: In the performance of this work it is understood between the parties that Water Girl and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Water Girl shall have no authority to obligate the City to any indebtedness or other obligation.

6.0 Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Water Girl Consulting, LLC
Attention: Wendy Waldrep
80 Eastview Blvd.
Cullman, AL 35057

City Of Huntsville
Attention: Randall Stewart
Director, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

7.0 Entire Agreement: The contract between the City and Water Girl consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Water Girl with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Water Girl.

8.0 Effective Date of Contract: This contract shall be effective on the date this Agreement is executed by the last party to execute it.

9.0 Nothing contained in this Contract shall create, or be interpreted to create, privily or any other contractual agreement between the City and person or entity other than Water Girl.

10.0 No Waiver Clause: The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.

11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

12.0 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

13.0 When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning in the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

14.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

15.0 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

16.0 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

18.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

[Signatures follow on the next page.]

